

June 22, 2007

**ADDENDUM NO. 1
FOR THE CONSTRUCTION OF THE
FALLS CREEK PARK PROJECT**

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made a part of and incorporated into the plans and specifications for the Falls Creek Park Project

PROJECT SPECIFICATIONS

Attachment 5:

DELETE: Attachment 5, dated 12/15/06.

ADD: Attachment 5, dated 03/15/07 (Exhibit A).

Section 10-15.17

REVISE: Synthetic Play Surface: Resilient Rubber Surfacing – Play Areas: Surfacing shall be manufactured by Robertson Tot Turf, or approved equal. Contact Detmers & Associates, (800) 221-3992, P.O. Box 4106, Rancho Cucamonga, CA 91729.

TO: Synthetic Play Surface: Resilient Rubber Surfacing – Play Areas: Surfacing shall be manufactured by Sport Surface Specialties, Robertson Tot Turf, or approved equal. For Sport Surface Specialties, contact the California Office at (916) 698-4257, 808 Sao Jorge Way, Sacramento, CA 95831. For Robertson Tot Turf, contact Detmers & Associates, (800) 221-3992, P.O. Box 4106, Rancho Cucamonga, CA 91729.

PROJECT PLANS

Sheet 4, Note 2

REVISE: The City Survey Crew will layout, one time only, the 'Base Line' (both north and south) 50 feet stations, and the bench mark.

TO: The Contractor shall layout the 'Base Line' (both north and south) 50 feet stations, and the bench mark.

Sheet 8, Detail M

REVISE: Color: 35% Green, 35% Tan, & 50% Black.

TO: Color: 35% Green, 35% Tan, & 30% Black.

To: All Plan Holders for the Falls Creek Park Project

Subject: ADDENDUM NO. 1

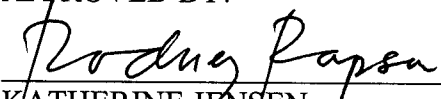
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INSTRUCTIONS

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with bid documents shall not relieve the bidder of the obligation to include this addendum to the bid proposal.

APPROVED BY:



KATHERINE JENSEN

Division Manager

City Facilities Architectural Services Division

Department of Public Works

Bidder's Name _____

Signature and Title of Bidder

Date

KJ:bbjs

Attachment

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ATTACHMENT 5

CONTRACT PROVISIONS FOR PREVAILING WAGES

PREVAILING WAGES

Attention is called to the fact that State of California Prevailing Wage Rate requirements apply to this project. Copies of the General Prevailing Wage Determinations made by the California Director of Industrial Relations are available at the Office of Equality Assurance, 200 East Santa Clara Street, 5th Floor, City Hall Wing, San Jose, CA 95113-1905 and the Office of the City Clerk, 200 East Santa Clara Street, 2nd Floor, City Hall Wing, San Jose, CA 95113-1905. The General Prevailing Wage Determination is also available via the Internet at www.dir.ca.gov/DLSR/PWD. All questions regarding prevailing wage requirements are to be directed to the Office of Equality Assurance at 408-535-8430.

In the performance of this Agreement:

I. Standards of Responsibility: Prevailing Wages (Municipal Code 4.10.200)

The city requires in all of its procurement procedures that all persons who submit bids, proposals or offers to enter into a contract with the city to do so truthfully and in good faith, and shall not attempt to mislead the city with respect to the following including, but not limited to, records regarding the nature or quality of the work performed under the contract, payroll records, classification of employees on payroll records, and payment of prevailing wages where called for by the contract.

Please note the following classifications are not allowed on City of San Jose public works construction contracts:

Asbestos Removal Worker (Laborer)

Step I 0-1000 Hours

Step II 1001-4000 Hours

Landscape Maintenance Laborer*

Slurry Seal Worker

Traffic Controlperson

Carpet, Linoleum:

Floor Covering Handler Less Than 3 Years

Floor Covering Handler Trainee, First 3 Months

Floor Covering Handler Trainee, Second 3 Months

Electrician:

Material Handler, Second Six Months

Material Handler, First Six Months

Plumber:

Underground Utility Tradesman

Landscape Tradesman I

Landscape Tradesman II

Construction Tradesman (Year 2)

Construction Tradesman (Year 3)

Construction Tradesman (Year 4)

Construction Tradesman (Year 5)

Sheet Metal Worker (HVAC)

Exhibit A pg 1 of 3

Service Technician in Training, First 6 Months
Service Technician in Training, Second 6 Months
Service Technician in Training, Third 6 Months
Service Technician in Training, Fourth 6 Months
Air Conditioning Specialist in Training, First 6 Months
Air Conditioning Specialist in Training, Second 6 Months
Air Conditioning Specialist in Training, Third 6 Months
Air Conditioning Specialist in Training, Fourth 6 Months

*Exception: Certain Landscape Maintenance Contracts. Please contact the Office of Equality Assurance.

II. Remedies For Contractor's Breach Of Prevailing Wage/Living Wage Provisions

A. General: Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of this Contract, it is required to pay workers either a prevailing or wage ("Wage Provision") and to submit certain documentation to the City establishing its compliance with such requirement ("Document Provision"). Contractor further acknowledges the City has determined that the Wage Provision promotes each of the following (collectively "Goals"):

1. It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
2. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.
3. Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose. It increases the ability of such workers to attain sustenance, decreases the amount of poverty, and reduces the amount of taxpayer funded social services in San Jose.
4. It increases competition by promoting a more level playing field among contractors with regard to the wages paid to workers.

B. Withholding of Payment: Contractor agrees that the Documentation Provision is critical to the City's ability to monitor Contractor's compliance with the Wage Provision and to ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Prevailing Wage Provision.

In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor's compliance with this Provision, as well as the Wage Provision, is an express condition of the City's obligation to make each payment due the Contractor pursuant to this Contract. The City is not obligated to make payment due the contractor until contractor has performed all of its obligations under these provisions.

Any payment by the City, despite Contractor's failure to fully perform its obligations under these provisions, shall not be deemed to be a waiver of any other term or condition contained in this contract or a waiver of the right to withhold payment for any subsequent breach of the Wage Provision or the Documentation Provision.

C. Liquidated Damages For Breach Of Wage Provision: Contractor agrees its breach of the Wage Provision would cause the City damage by undermining the Goals, and the City's damage would not be remedied by contractor's payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater number of employees not paid

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the applicable prevailing wage and the longer the amount of time over which such wages were not paid.

The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Provision would be impracticable and/or extremely difficult. Therefore, the parties agree that, in the event of such a breach, Contractor shall pay to the City as liquidated damages the sum of three (3) times the difference between the actual amount of wages paid and the amount of wages that should have been paid.

- D. Audit Rights: All Records or documents required to be kept pursuant to this contract to verify compliance with the Wage Provision shall be made available at no cost to the City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to the City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this contract.

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